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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Bricklin

Serial No.: 09/764,772 ✓

Filed: 01/16/2001

For: Hypermedia Authoring and Publishing System

Commissioner for Patents

P.O. Box 1450

Alexandria, Virginia 22313-1450

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST**  
**(REVOCATION OF PRIOR POWERS)**

As assignee of record of the entire interest of the above-identified:



application,  
patent

**REVOCATION OF PRIOR POWERS OF ATTORNEY**

all powers of attorney previously given are hereby revoked and

**NEW POWER OF ATTORNEY**

I/we hereby appoint all of the following attorneys and agents of Thomas, Kayden, Horstemeyer & Risley, LLP, who are listed under the USPTO Customer Number shown below as my/our attorneys and agents to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, recognizing that the specific attorneys and agents listed under that Customer Number may be changed from time to time at the sole discretion of Thomas, Kayden, Horstemeyer & Risley, LLP, and request that all correspondence be addressed to the address filed under the same USPTO Customer Number.

**24504**

I hereby certify that this correspondence is being deposited with the United States Postal Service, as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA. 22313-1450, on October 28, 2004

Julie Canyskell

Direct correspondence and telephone calls to:

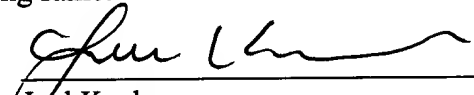
**Scott A. Horstemeyer, Esq.**  
**THOMAS, KAYDEN, HORSTEMEYER & RISLEY, L.L.P.**  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339  
770-933-9500

**ASSIGNEE OF ENTIRE INTEREST**

**INTERLAND, INC.**  
303 Peachtree Center Avenue  
Suite 500  
Atlanta, Georgia 30303

**ASSIGNEE CERTIFICATION**

The certification under 37 C.F.R. §3.73(b) establishing the right of assignee to take action is attached hereto along with documentation evidencing same.

  
\_\_\_\_\_  
Joel Kocher  
Chief Executive Officer

Date: \_\_\_\_\_

Docket No.: 050906-1250



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Bricklin, et al.  
Serial No.: 09/764,772  
Filed: 01/16/2001  
For: Hypermedia Authoring and Publishing System

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

**CERTIFICATE UNDER 37 C.F.R. §3.73(b)  
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION**

1. The assignee of the entire right, title and interest hereby seeks to take action in the PTO in this matter.

**IDENTIFICATION OF ASSIGNEE**

2. The assignee of this matter is:

**INTERLAND, INC.**  
303 Peachtree Center Avenue  
Suite 500  
Atlanta, Georgia 30303

**PERSON AUTHORIZED TO SIGN**

3. Scott A. Horstemeyer  
Attorney for Assignee

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450, on

October 28, 2001

Julie Campbell

4. A chain of title from the inventor(s) to the current assignee is shown below:
- a. From: Daniel S. Bricklin, Peter Levin, Micah Zimring,  
Winslow B. Kelley, and George Adams  
To: Trellix Corporation  
Recorded in PTO: See Exhibit A evidencing assignment that  
has already been filed. No Reel and Frame has been assigned as of yet.
  - b. From: Trellix Corporation  
To: Interland, Inc.  
Recorded in PTO: See Exhibit B evidencing assignment that  
has already been filed. No Reel and Frame has been assigned as of yet.

### DECLARATIONS

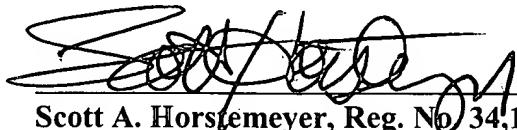
5. I, the undersigned, have reviewed all the documents in the chain of title of the

☒ application  
☐ patent

matter identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

6. I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

7. I, the person signing below, aver that I am empowered to sign this statement on behalf of the assignee.

  
Scott A. Horstemeyer, Reg. No. 34,183

Tel. No. 770-933-9500  
Customer No.: 24504

Docket No. 050906-1250

**THOMAS, KAYDEN, HORSTEMEYER  
& RISLEY, L.L.P.**  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339-5948

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U.S. Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

## 1. Name of conveying part(ies)/Execution Dates:

Daniel S. Bricklin  
Peter Levin  
Micah Zimring  
Winslow B. Kelley  
George Adams

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: Trellix Corporation

Street Address: 49 Winchester Street  
Newton, MA 02161

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date(s): September 27, 1996

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent application No.(s)

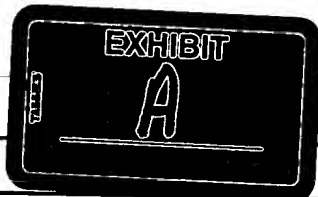
09/764,772

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Scott A. Horstemeyer  
Thomas, Kayden, Horstemeyer & Risley, L.L.P.  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339-5948



## 6. Total number of applications/patents involved: [ 1 ]

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed  
☐ Authorization to charge Deposit Account

## 8. Deposit Account Number:

20-0778

(Attach duplicate copy of this page if paying by Deposit Account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott A. Horstemeyer

Typed Name

*Scott A. Horstemeyer*  
Signature

10/28/04  
Date

Docket #: 050906-1250

Total number of pages including cover sheet, attachments, and document: [ 11 ]

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Alexandria, Virginia 22313-1450

## ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **Daniel S. Bricklin**, hereby sell, assign, and transfer to **Trellix Corporation**, a corporation having a principal place of business at **49 Winchester Street, Newton, Massachusetts 02161** ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☒ which has been executed by the undersigned concurrently herewith,

☐ which was filed \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_

and is entitled:

### **Hypermedia Authoring and Publishing System**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Date: 9/27/96, 1996

State of Massachusetts )  
 ) SS.  
County of Middlesex )

**Notary's Signature**

**My Commission Expires  
March 15, 2002**

## **ASSIGNMENT**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **Peter Levin**, hereby sell, assign, and transfer to **Trellix Corporation**, a corporation having a principal place of business at **49 Winchester Street, Newton, Massachusetts 02161** ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☒ which has been executed by the undersigned concurrently herewith,

☐ which was filed \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_

and is entitled:

### **Hypermedia Authoring and Publishing System**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and





## ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **Micah Zimring**, hereby sell, assign, and transfer to **Trellix Corporation**, a corporation having a principal place of business at **49 Winchester Street, Newton, Massachusetts 02161** ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☒ which has been executed by the undersigned concurrently herewith,

☐ which was filed \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_

and is entitled:

### **Hypermedia Authoring and Publishing System**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: September 17, 1996

Micah Zimring  
Name: **Micah Zimring**

State of Massachusetts )  
 ) SS.

County of Middlesex )

On this 17 day of September 19 \_\_, before me, Jennifer Cushing Toth  
the undersigned Notary Public, personally appeared **Micah Zimring**

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Jennifer Cushing Toth  
Notary's Signature

My Commission Expires  
March 15, 2002

## **ASSIGNMENT**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **Winslow B. Kelley**, hereby sell, assign, and transfer to **Trellix Corporation**, a corporation having a principal place of business at **49 Winchester Street, Newton, Massachusetts 02161** ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☒ which has been executed by the undersigned concurrently herewith,

☐ which was filed \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_

and is entitled:

### **Hypermedia Authoring and Publishing System**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

**My Commission Expires  
March 15, 2002**

## **ASSIGNMENT**

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, **George Adams**, hereby sell, assign, and transfer to **Trellix Corporation**, a corporation having a principal place of business at **49 Winchester Street, Newton, Massachusetts 02161** ("Assignee"), its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent

☒ [X] which has been executed by the undersigned concurrently herewith,

☐ [ ] which was filed \_\_\_\_\_ and assigned Serial No. \_\_\_\_\_

and is entitled:

### **Hypermedia Authoring and Publishing System**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: Sept 27, 1996 George H Adams  
Name: **George Adams**

State of Massachusetts )  
 ) SS.  
County of Middlesex )

On this 27 day of September 1996, before me, Jennifer Cushing Teth  
the undersigned Notary Public, personally appeared **George Adams**

☒ personally known to me

[ ] proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Jennifer Cushing Teth  
Notary's Signature

My Commission Expires  
March 15, 2002

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

## 1. Name of conveying part(ies):

Trellix Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: Interland, Inc.

Street Address: 303 Peachtree Center Avenue  
Suite 500  
Atlanta, Georgia 30303

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: October 15, 2004

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent application No.(s)

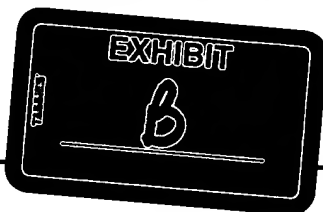
B. Patent No.(s)

09/764,772

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Scott A. Horstemeyer  
Thomas, Kayden, Horstemeyer & Risley, L.L.P.  
100 Galleria Parkway, Suite 1750  
Atlanta, Georgia 30339-5948



## 6. Total number of applications/patents involved: [ 1 ]

## 7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ Enclosed  
☐ Authorization to charge credit card (attached)

## 8. Deposit Account Number:

20-0778

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott A. Horstemeyer

Typed Name

Signature

10/28/04  
Date

Docket #: 050906-1250

Total number of pages including cover sheet, attachments, and document: [2]

Mail documents to be recorded with required cover sheet information to:  
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Director of the United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450



## ASSIGNMENT OF PATENT

WHEREAS, **Trellix Corporation**, a Massachusetts corporation having offices at 49 Winchester Street, Newton, Massachusetts, represents and warrants that it is the sole owner of the entire, right, title and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States applications for Letters Patents in the United States (hereinafter "the Patent applications"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/764,772	January 16, 2001	Hypermedia Authoring and Publishing System

WHEREAS, **Interland, Inc.**, 303 Peachtree Center Avenue, Suite 500, Atlanta, Georgia 30303, hereinafter referred to as ASSIGNEE, desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States, and ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 15<sup>th</sup> day of October, 2004.

Trellix Corporation, Inc.

Date:

October 15, 2004

By:

J. W. Wilson

Name Printed: **Jonathan Wilson**

Title:

Secretary

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